



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

"To Enrich Lives Through Effective And Caring Service"

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

November 05, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF LOS ANGELES COUNTY MUSEUM OF ART FUNDING AND EASEMENT AMENDMENT NO. 1 THIRD DISTRICT (3 VOTES)

SUBJECT

The proposed Amendment No.1 modifies some of the provisions of the Funding and Easement Agreement dated June 13, 2006 relating to the portion of the property owned by Museum Associates known as "LACMA West Park."

IT IS RECOMMENDED THAT THE BOARD:

Approve and authorize the Chief Executive Officer to execute the Amendment No. 1 to the Funding and Easement Agreement with Museum Associates relating to the management of the Los Angeles County Museum of Art West Park.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will amend the 2006 Funding and Easement Agreement (Agreement) to revise the legal description and the parties' respective responsibilities for the management of the Los Angeles County Museum of Art (LACMA) West Park.

In June 2006, the Board approved the Agreement with Museum Associates (Associates) for the exchange of easements between the County and the Associates for related improvements at LACMA. The improvements included a new building for the exhibition of contemporary art (the "Broad Contemporary Art Museum at LACMA"), a Grand Entrance Building and connected plazas, and a new underground parking structure (the "Pritzker Garage"). To complete the improvements to

the Pritzker Garage and the Grand Entrance, portions of which are situated east of the vacated Ogden Drive in Hancock Park, an easement across the County's property (located east of the former Ogden Drive in Hancock Park) was granted to the Associates to provide access. In exchange for this easement, the Associates agreed to grant an easement across a portion of Associates' property (along 6th Street) to the County and agreed to maintain it as open public parkland accessible to the public. This easement to be granted to the County by the Associates is referred to as LACMA West Park (see site plan in Attachment A).

In 2012, the Associates completed the installation of Michael Heizer's monumental sculpture, Levitated Mass, and the landscaping of the adjacent land, in the area that is subject to the easement. The proposed Amendment No. 1 modifies some of the provisions of the Agreement relating to the management of LACMA West Park to accommodate changes necessitated by the installation while preserving the spirit of the Agreement.

The proposed Amendment No. 1 (Attachment B) will: 1) increase the area covered by the easement to encompass the entirety of the landscaped gravel area surrounding the installation; 2) exclude grass turf from the landscaping requirement of LACMA West Park; 3) reflect that, consistent with current practice regarding fine arts insurance for the collections of LACMA, fine arts insurance for the installation will be the responsibility of the Associates rather than the County; 4) reflect that the Associates, rather than the County, will be responsible, at its own cost, for security and maintenance of LACMA West Park; and 5) reflect that the Associates will be responsible for maintaining general liability insurance covering all risks relating to the operation, security, and maintenance of LACMA West Park.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness/Fiscal Sustainability (Goal 1) and Integrated Services Delivery (Goal 3), by investing in public infrastructure that will enhance cultural, social, recreational, and lifelong learning opportunities for County residents.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed Amendment has been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

On June 13, 2006, acting as a responsible agency, the Board considered and adopted the Mitigated Negative Declaration (MND), Mitigation Monitoring Plan, and Addendum for the LACMA Improvement Project as prepared and certified by the City of Los Angeles, as lead agency for the Project. The recommended action is within the scope of the Project in the previously adopted MND and Addendum.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will have no impact on current services or projects.

CONCLUSION

Please return one adopted copy of the Board letter to the Chief Executive Office, Facilities and Asset Management Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF', followed by a long horizontal line.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SHK:DJT
SW:HC:zu

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Museum of Art

November 5, 2014

ATTACHMENT A

**APPROVAL OF LOS ANGELES COUNTY MUSEUM OF ART
FUNDING AND EASEMENT AMENDMENT NO. 1**

LACMA CAMPUS SITE PLAN

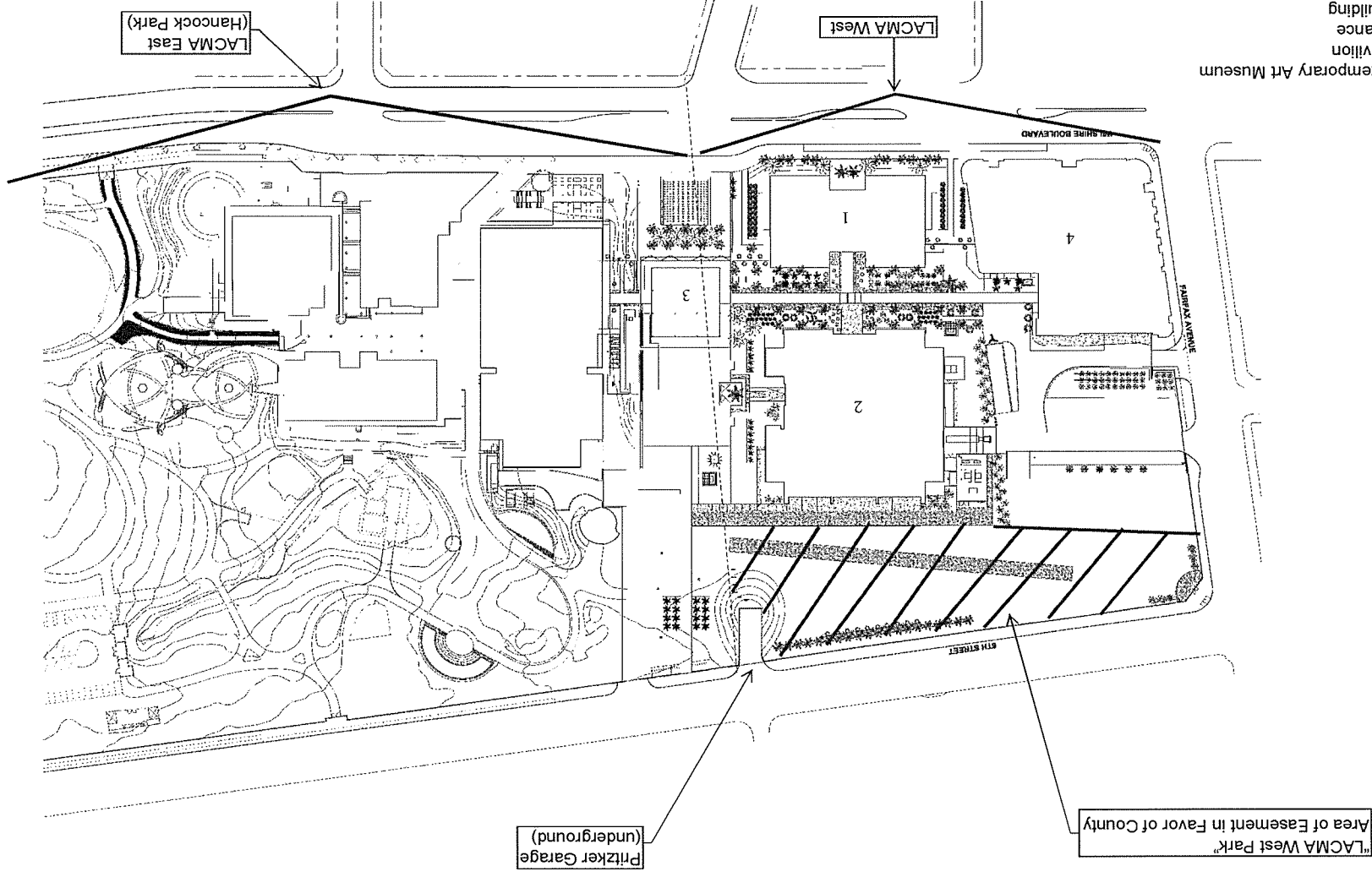
See Attached

CAMPUS SITE PLAN

LACMA
LOS ANGELES CA 90036



- 1 - Broad Contemporary Art Museum
- 2 - Resnick Pavilion
- 3 - Grand Entrance
- 4 - May Co. Building



November 5, 2014

ATTACHMENT B

**APPROVAL OF LOS ANGELES COUNTY MUSEUM OF ART
FUNDING AND EASEMENT AMENDMENT NO. 1**

**AMENDMENT NO. 1 TO THE
FUNDING AND EASEMENT AGREEMENT
FOR THE LOS ANGELES COUNTY MUSEUM OF ART**

See Attached

**AMENDMENT NO. 1 TO THE
FUNDING AND EASEMENT AGREEMENT
FOR THE LOS ANGELES COUNTY MUSEUM OF ART**

THIS AMENDMENT NO. 1 (Amendment No. 1) to the Funding and Easement Agreement for the Los Angeles County Museum of Art is made and entered into this ____ day of _____, 2014, by and between the **COUNTY OF LOS ANGELES**, a body corporate and politic, hereinafter referred to as "County," and **MUSEUM ASSOCIATES**, a California nonprofit public benefit corporation hereinafter referred to as "Associates," for the purposes of amending the Funding and Easement Agreement for the Los Angeles County Museum of Art ("Agreement").

WHEREAS, the County and the Associates entered into the Agreement, effective June 13, 2006, for a variety of purposes, including, but not limited to: 1) to grant the Associates an exclusive perpetual easement on a portion of County-owned property referred to in the Agreement as "LACMA East," so that the Associates could construct, own, operate and maintain thereon certain portions of an underground parking structure; 2) to grant the County an exclusive perpetual easement across a portion of Associates-owned property known as "LACMA West," which portion is referred to in the Agreement as "LACMA West Park," so that the County could use and maintain said LACMA West Park as open public parkland; and

WHEREAS, the County and the Associates agree that it is necessary and appropriate to amend the legal description of LACMA West Park as referenced in the Agreement; and

WHEREAS, the County and the Associates agree that it is necessary and appropriate to amend the parties' respective responsibilities for the security and maintenance of LACMA West Park.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto agree as follows:

1. Section C of the Agreement shall be deleted, and shall be replaced in its entirety as follows:

C. Easement in Favor of the County

1. Associates hereby agrees to grant to the County an exclusive perpetual easement, effective on the effective date of this Amendment No. 1, to use that portion of LACMA West shown on the site plan and legal description attached hereto as Schedule 1-II ("LACMA West Park"), as open public parkland, subject to further development only as contemplated by this Agreement or as may otherwise be agreed between Associates and the

County. Such easement shall run with the land and shall be binding on any subsequent owners, heirs or assigns of the Associates.

2. Associates shall forthwith record a deed granting this easement to the County in the Office of the Los Angeles County Registrar-Recorder, in the form attached hereto as Attachment 1. Upon the recording of such deed and notification to the County, the parties shall have the obligations and responsibilities set forth in Section D of the Agreement.

2. Section D of the Agreement shall be amended as follows:

D. Development, Operation and Maintenance of LACMA West Park

- i. Section D.1. shall remain unchanged, with the exception that the words "*which landscaping shall include grass turf covering the boundaries of LACMA West Park consistent with the site plan provided in Schedule II,*" and the words "*which shall be covered by the County's existing fine arts insurance policy (with Associates continuing as an additional insured),*" shall be deleted;
 - ii. Section D.2. shall remain unchanged, in its entirety;
 - iii. Section D.3. shall be deleted, and shall be replaced in its entirety, as follows:
 3. Associates shall, at its own cost, be responsible for the security and maintenance of LACMA West Park, to a standard comparable to Hancock Park, including without limitation, maintenance of irrigation, drainage and other utility systems and fixtures, and all normal care, repair and maintenance of landscaping and walkways. Nothing in this Agreement alters the County's funding obligations under the 1994 Funding Agreement.
 - iv. Section D.4. shall be deleted, and shall be replaced in its entirety, as follows:
 4. The Associates shall maintain general liability insurance covering, or shall self-insure against, all risks relating to the Associates' operation, security and maintenance of LACMA West Park.
3. All references in the Agreement to the "Chief Administrative Office" or "Chief Administrative Officer" or "CAO" or "Assistant Administrative Officer" of the County shall be deleted and replaced with "Chief Executive Office" or "Chief Executive Officer" or "CEO" or "Assistant Chief Executive Officer," as appropriate in context.

The Agreement shall remain in full force and effect and shall remain unchanged except as expressly amended hereby.

IN WITNESS WHEREOF, Associates has executed this Amendment No. 1 by its authorized representative, and the County by order of its Board of Supervisors has caused this Amendment No. 1 to be executed on its behalf by its Chief Executive Officer on the date and year first above written.

MUSEUM ASSOCIATES

By: _____
Michael Govan
CEO and Wallis Annenberg Director

COUNTY OF LOS ANGELES

By: _____
William T Fujioka
Chief Executive Officer

APPROVED AS TO FORM FOR THE COUNTY:

MARK J. SALADINO
County Counsel

By:  _____
Deputy

November 5, 2014

ATTACHMENT B-1

**APPROVAL OF LOS ANGELES COUNTY MUSEUM OF ART
FUNDING AND EASEMENT AMENDMENT NO. 1**

**LACMA WEST PARK
SITE PLAN AND LEGAL DESCRIPTION**

See Attached

Schedule 1-II

LEGAL DESCRIPTION

A PORTION OF PARCEL A, OF PARCEL MAP L.A. NO. 4299, AS SHOWN ON A MAP FILED IN BOOK 134, PAGES 27 TO 29 OF PARCEL MAPS, TOGETHER WITH A PORTION OF OGDEN DRIVE, (60.00 FEET WIDE, NOW VACATED), IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF SIXTH STREET (45.00 FEET FROM CENTER LINE WHEN MEASURED RIGHT ANGLES THERETO) AND THE EAST RIGHT-OF-WAY OF OGDEN DRIVE, (60.00 FEET WIDE, NOW VACATED), THENCE;

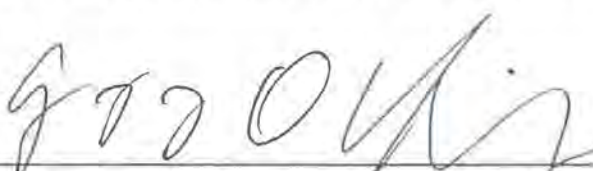
1. ALONG SAID VACATED RIGHT-OF-WAY, SOUTH 00°00'00" EAST, 162.55 FEET; THENCE;
2. NORTH 82°12'20" WEST, 630.92 FEET TO A POINT WHICH IS 50.00 FEET FROM CENTER LINE OF FAIRFAX AVENUE WHEN MEASURED AT RIGHT ANGLES THERETO, THENCE;
2. NORTH 00°06'19" WEST, 79.58 FEET ALONG SAID LINE, PARALLEL WITH AND 50.00 FEET FROM SAID CENTERLINE OF FAIRFAX AVENUE TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°01'04", AN ARC LENGTH DISTANCE OF 31.42 FEET TO THE SOUTH RIGHT-OF-WAY OF SAID SIXTH STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY,
3. NORTH 89°54'18" EAST, 605.27 FEET TO THE **POINT OF BEGINNING**.

EXCEPTING THEREFROM:

BEGINNING AT THE INTERSECTION OF A LINE 45.00 FEET SOUTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SIXTH STREET AND THE EAST RIGHT-OF-WAY OF OGDEN DRIVE, (60.00 FEET WIDE, NOW VACATED); THENCE ALONG SAID EAST RIGHT-OF-WAY, SOUTH 00°00'00" EAST, 23.67 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, SOUTH 07°51'58" WEST, 51.63 FEET; THENCE NORTH 89°27'37" WEST, 31.08 FEET; THENCE NORTH 07°51'58" EAST, 62.36 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL OF 31°05'24", AN ARC LENGTH DISTANCE OF 13.57 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SIXTH STREET; THENCE ALONG SAID RIGHT-OF-WAY, NORTH 89°54'18" EAST, 31.40 FEET TO THE **POINT OF BEGINNING**.

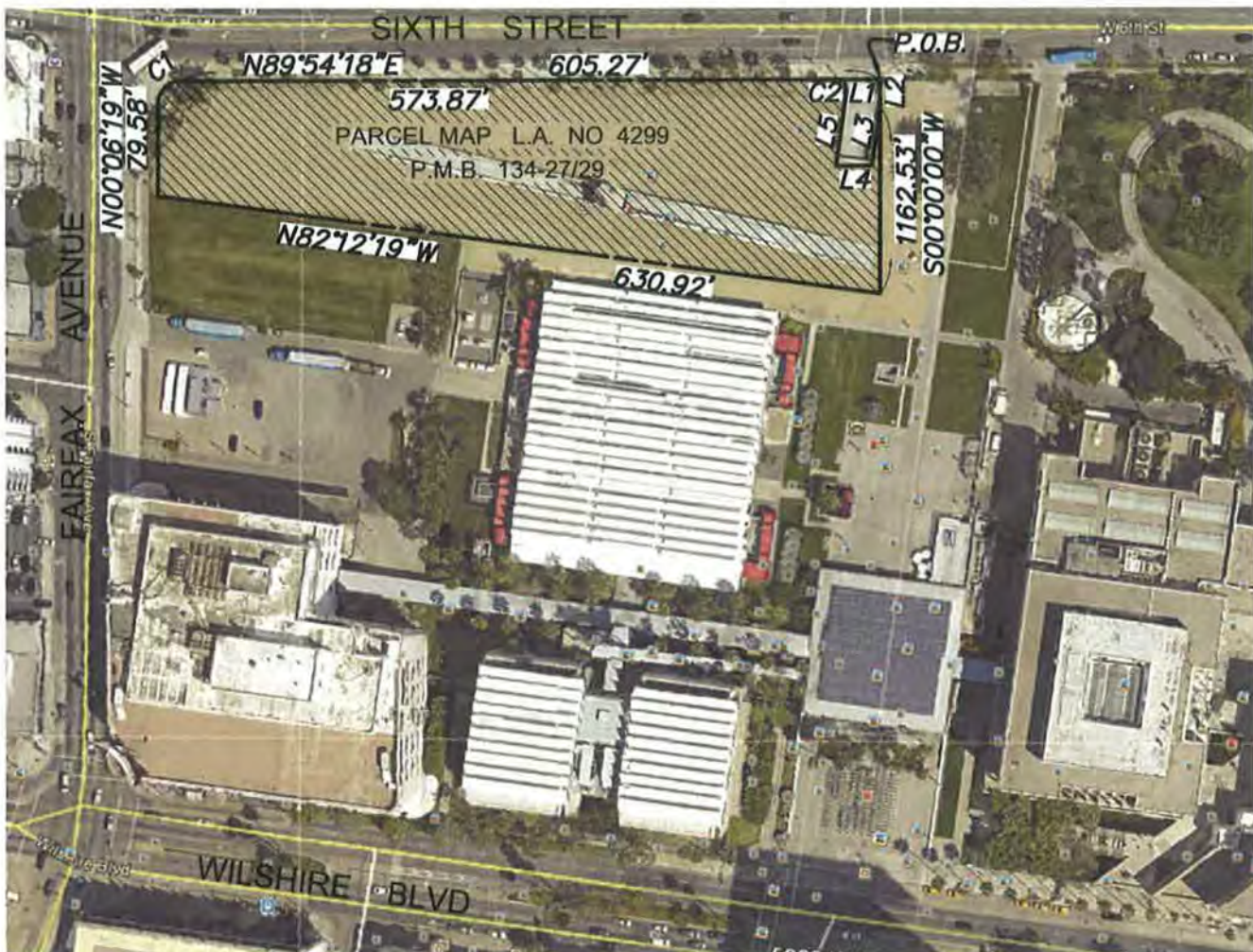
CONTAINS 86,937 SQUARE FEET OR 1.996 ACRES.

SEE EXHIBIT B ATTACHED HERETO AND MADE A PART THEREOF.


GREGORY D. HINDSON P.L.S., LIC. NO. 5670
FOR AND ON BEHALF OF THE MOLLENHAUER GROUP

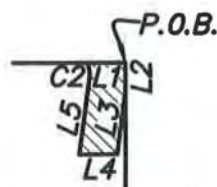


G:\Projects\Survey\LA20620_LA20750\LA20733_May Co_5067 W. Wilshire Boulevard\ACAD Drawings\20733.01_EXHIBIT.dwg Date:10/21/14 02:48p mknudave



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°00'39"	20.00'	31.42'
C2	31°05'24"	25.00'	13.57'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 89°54'18" E	31.40'
L2	S 00°00'00" W	23.67'
L3	N 07°51'58" E	51.63'
L4	S 89°27'37" W	31.08'
L5	N 07°51'58" E	62.36'



EXCEPTION DETAIL
NOT INCLUDED IN EASEMENT

NOT TO SCALE



316 W. 2ND STREET, FIFTH FLOOR
LOS ANGELES, CA 90012
213 624 2661 TEL
WWW.MOLLENHAUERGROUPO.COM

CIVIL ENGINEERING
SURVEYING+MAPPING
LAND DEVELOPMENT

Schedule 1-II

PREPARED FOR:

LA COUNTY
MUSEUM OF ART

DATE: 10/21/2014
JOB # LA20733.01
DRAWN MK
CAD EXHIBIT
SCALE 1"=80'

SHEET 1 OF 1

November 5, 2014

ATTACHMENT B-2

**APPROVAL OF LOS ANGELES COUNTY MUSEUM OF ART
FUNDING AND EASEMENT AMENDMENT NO. 1**

**EASEMENT DEED
LACMA WEST PARK**

See Attached

ATTACHMENT 1
TO
AMENDMENT NO.1 TO THE FUNDING AND EASEMENT AGREEMENT
BETWEEN
THE COUNTY OF LOS ANGELES AND MUSEUM ASSOCIATES
DATED THE __ DAY OF _____, 2014

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

County of Los Angeles
Chief Executive Office
Assistant Chief Executive Officer
Budget, Finance and Facilities Asset Management Development Branch
Kenneth Hahn Hall of Administration, Room 754
500 West Temple Street
Los Angeles, CA 90012

Recording Fee Exempt
Per Govt. Code 27383

APN: 5508-017-004
Location: City of Los Angeles

EASEMENT GRANT DEED

No Documentary Transfer Tax per Revenue and Taxation Code § 11922.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Museum Associates**, a California nonprofit public benefit corporation ("Grantor"), hereby GRANTS to **County of Los Angeles**, a body corporate and politic ("Grantee"), an exclusive perpetual easement for open public parkland purposes, upon, over, and across that portion of real property situated in the City of Los Angeles, County of Los Angeles, State of California, more particularly described on Exhibit A and depicted on Exhibit B, both of which are attached hereto and incorporated herein by this reference ("Easement Area").

The easements granted herein are subject to the terms set forth in Exhibit C, attached hereto and made a part hereof, which describes in pertinent part those provisions in that certain Funding and Easement Agreement for the Los Angeles County Museum of Art by and between Grantor and Grantee dated June 13, 2006 and amended on _____, 2014, as such provision may be further amended from time to time in a recorded document.

This Document may be signed in counter-parts.

Dated:

MUSEUM ASSOCIATES, a California nonprofit public benefit corporation

By: _____
Fred Goldstein
Senior Vice President and General Counsel

COUNTY OF LOS ANGELES, a body corporate and politic

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____, before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the
instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature

My Commission Expires: _____

FOR NOTARY SEAL OR STAMP

STATE OF _____) SS
COUNTY OF _____)

On _____, before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the
instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature

My Commission Expires: _____

FOR NOTARY SEAL OR STAMP

Exhibit A

Legal Description of Easement

Exhibit B
Depiction of Easement

Exhibit C

Terms

1. Grantor shall be responsible for the final grading and initial landscaping of the Easement Area, with no fence or other barrier marking the boundary between the Easement Area and the area of LACMA West adjacent thereto or (excepting the entrance to Grantor's underground parking structure) between the Easement Area and Hancock Park. Subsequent landscaping and development of the Easement Area may be undertaken solely by Grantor, in a manner consistent with Hancock Park and LACMA West, subject to funding availability and approval of the Chief Executive Officer of Grantee (the "CEO"), such approval not to be unreasonably withheld. The Easement Area may include walkways and sculpture, installed in a manner similar to the installation of sculpture in Hancock Park. Grantor shall be responsible for the installation and maintenance of sculpture in the Easement Area.
2. The Easement Area will be open and accessible to the general public during the same hours and on the same basis as Hancock Park.
3. Grantor shall, at its own cost, be responsible for the security and maintenance of the Easement Area, to a standard comparable to Hancock Park, including without limitation, maintenance of irrigation, drainage and other utility systems and fixtures, and all normal care, repair and maintenance of landscaping and walkways.
4. Grantor shall maintain general liability insurance covering, or shall self-insure against, all risks relating to the Grantor's operation, security and maintenance of the Easement Area.
5. The CEO is authorized to enter into a Memorandum of Agreement with Grantor, on behalf of Grantee, concerning the development, operation, security and maintenance of the Easement Area.